

UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF WISCONSIN

ROUMANN CONSULTING INC. and
RONALD ROUSSE,

Plaintiffs,

v.

Case No. 2:18-cv-01551-LA

SYMBIONT CONSTRUCTION, INC.,
SYMBIONT HOLDING COMPANY, INC.,
SYMBIONT SCIENCE, ENGINEERING AND
CONSTRUCTION, INC.,
THOMAS C. BACHMAN,
SONYA K. SIMON, ESQ.,
EDWARD T. MANNING, JR., and
TIMOTHY P. NELSON,

Defendants.

**DEFENDANTS SYMBIONT CONSTRUCTION, INC., SYMBIONT HOLDING
COMPANY, INC. AND SYMBIONT SCIENCE, ENGINEERING AND
CONSTRUCTION, INC.'S MOTION FOR SUMMARY JUDGMENT**

Defendants Symbiont Construction, Inc., Symbiont Holding Company, Inc., and
Symbiont Science, Engineering and Construction, Inc. (collectively, "Symbiont Defendants"), by
their counsel, Godfrey & Kahn, S.C., pursuant to Rule 56 of the Federal Rules of Civil
Procedure, Civil L.R. 7, and the Court's Scheduling Order as Amended [ECF Nos. 19, 72],
respectfully move the Court for summary judgment in favor of the Symbiont Defendants and
against the remaining plaintiff Roumann Consulting Inc.

This motion is supported by the record in this case, the Symbiont Defendants'
memorandum of law, proposed findings of fact, the declaration of Andrew S. Oettinger, and the
exhibits, testimony, and evidence identified therein and filed herewith.

The Symbiont Defendants move for summary judgment on the remaining claims: (a) for
judicial declaration of a breach of the parties written Independent Contractor Agreement, (b)

unjust enrichment, and (c) conversion. As outlined in more detail in the memorandum of law, Roumann Consulting has failed to demonstrate or define what constitutes its purported “Confidential Information,” and the Independent Contractor Agreement specifically authorized any use of Confidential Information and defined the time periods under which the Confidential Information was to be afforded protection. Further, the existence of the parties’ written contract defeats claims for unjust enrichment and conversion. The Symbiont Defendants also had no appreciation of any alleged benefit conferred on them by the plaintiff, and the plaintiff always retained possession of its so-called information. Finally, the plaintiff has failed to articulate any theory of viable theory of damages. Each of these grounds entitle the Symbiont Defendants to judgment as a matter of law.

Dated this 18th day of March, 2022.

By: /s/ Andrew S. Oettinger
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